

**SEAGOING EMPLOYMENT AGREEMENT - DAILY RATE TERMS AND CONDITIONS**

**FEBRUARY 26, 2014 VERSION**

**Page 1**

1. EMPLOYMENT TERM, PROBATION, SAILING ASSIGNMENTS/ACTIVE SERVICE

A. The terms and conditions of this SEA extend to any period in which you are in active service sailing on a ship in an officer or crewmember capacity (the Employment Term). Although vacation and leave periods must be approved and agreed to by us, you are not in the service of us or any of the ships owned by our affiliates during vacation or leave periods or while you are in transit to or from any ship (except as to medical care as provided in Section 5 and for the purpose of a ship substitution as set forth in Section 9(E)).

B. From time to time, and at our sole discretion, you may be advised (either verbally or in writing) of sailing assignments. You will have fifteen days to accept the new assignment. Unless we tell you otherwise, the Daily Rate or the Daily Guarantee Amount, as applicable, and Seniority Percentage will be the same as during the immediately preceding sailing assignment. While sailing assignments will generally extend for a minimum of three, four, five or six months, we may decide to make them shorter or longer as provided in the applicable sailing assignment. Sign-On Date and Sign-Off Date are also subject to change based upon the needs of the ship.

C. The ships to which you will be assigned are Holland America Line cruise vessels operating primarily from ports in the United States, Europe, Canada, various Caribbean nations, South America, Asia, Australia and New Zealand, on consecutive cruises each of up to one month duration. The ships may be operated from other ports located throughout the world and on cruises of more than one month duration.

D. If you are eligible for a 3/3 position, you have the option of sailing a 3 months on/3 months off sailing leave roster or a 4 months on/2 months off sailing leave roster, at your option. The choice of sailing-leave roster made by you at the time of appointment or initial eligibility to make an election can subsequently be changed by your giving us at least 365 days prior notice in writing or such shorter period as we may permit on a case-by-case basis.

2. PHYSICAL EXAM

A. Employment with us is subject to, and conditioned upon, you obtaining both a Statutory Medical Certificate and a Holland America Line pre-employment medical examination (PEME), including the tests, findings and examinations required by the flag state and by our Medical Department, followed by examinations at least every two years thereafter or as determined by our Medical Department with physicians acceptable to us. Prior to the initial sailing assignment, you will have to present us with your Statutory Medical Certificate together with evidence that you have had a physical examination that meets the PEME standards and that is valid through your Sign-Off Date. The PEME must include those tests and procedures that we require, including reports related to the PEME, and must conclude that you are in good health, fit for performance of shipboard duties and otherwise satisfy the health criteria we have established. Your PEME will be reviewed by our Medical Department prior to your sailing assignment. We will pay for the first PEME and any additional PEME or additional tests in accordance with Company policy, except for the cost associated with medical examinations required for your Statutory Medical Certificate. Unless advised otherwise by the ship's Medical Department, it is your responsibility to retrieve examination results upon disembarkation from the ship following conclusion of your sailing assignment. If these results are not provided by you at embarkation on future sailing assignments, you may be required to undergo a new examination which will be at your expense.

B. If we do not receive evidence of your physical examination prior to a sailing assignment or if evidence of your physical examination is insufficient or incomplete, as solely determined by our Medical Department, we reserve the right to require you to submit to further physical examinations and/or additional tests. You must be prepared to be vaccinated or take any other health precautions as may be required by us or the health authorities of the countries visited by the ship. In accepting

## SEAGOING EMPLOYMENT AGREEMENT - DAILY RATE TERMS AND CONDITIONS

FEBRUARY 26, 2014 VERSION

Page 2

this SEA, you acknowledge and understand that the we generally do not provide medical care, reimbursement or any related benefits for (a) preexisting conditions, including those that manifested prior to signing this SEA; (b) medical care for incurable conditions; (c) maintenance medications or monitoring for chronic conditions; (d) conditions caused by your willful misconduct; (e) conditions that were not disclosed or were concealed or misrepresented to us; or (f) conditions arising after you signed off the ship. You are not in the service of us or any of the ships owned by our affiliates until you receive medical clearance from our Medical Department. If you do not receive medical clearance from our Medical Department, we shall have the right to terminate this SEA without any additional compensation (i.e., repatriation expenses, etc.) as set forth in Section 8.

3. DUTIES

During active service, you will be required to perform those duties which are customary in the industry in respect of your position together with other duties as may be assigned. During active service, you are obligated to devote your entire productive time, ability and attention to your duties and responsibilities under this SEA; accordingly, you may not, directly or indirectly, engage in any other employment or business of any kind whatsoever. Shipboard responsibilities necessarily mean that you will not have fixed hours and may be required to work during nights, on weekends and during holidays on a seven (7) days per week schedule. You will be entitled to a minimum of ten hours of rest per day scheduled in accordance with applicable international maritime conventions. You are required to obtain and maintain all certificates, licenses and further qualifications required under applicable law to enable you to perform the duties of your position on the ship to which you are assigned. During active service and whether on board or off the ship, you need to:

- A. obey all lawful commands of any officer of the ship ranking above you;
- B. not engage or participate in illegal actions, misconduct or rowdiness, become intoxicated, or jeopardize the safety of the ship, its guests or crew. **For these purposes, if you are injured at any time during which you are intoxicated (blood alcohol level in excess of 0.04%) or under the influence of narcotics or other controlled substances, the injury will be assumed to have resulted from your willful misconduct;**
- C. familiarize yourself with and not violate any of our established policies or procedures that are generally applicable to Company or ship personnel, including but not limited to the Safety Management System (whether now existing or adopted by us in the future);
- D. not act in a negligent or reckless manner or, except as the consequence of a lawful order, do any act or take any action that is either discourteous or annoying to people on board or off the ship;
- E. not engage in any conduct that would be construed under the laws of the United States of America as constituting discrimination or harassment on the basis of race, sex, religion, age, national origin, creed, color, disability, marital status or sexual orientation;
- F. not solicit or accept any remuneration from our suppliers or vendors;
- G. not solicit or, in the case of ship officers, solicit or accept, remuneration from any guests;
- H. unless you first have received our consent, not make any purchase on our behalf or pledge the credit of the Company;
- I. fully obey all rules and regulations of the ship's registry;
- J. timely return to the ship in each port so as not to delay any sailing;

SEAGOING EMPLOYMENT AGREEMENT - DAILY RATE TERMS AND CONDITIONS

FEBRUARY 26, 2014 VERSION

Page 3

- K. defer to guests with respect to access to tenders, public rooms and facilities;
- L. settle your ship accounts before the end of each sailing assignment;
- M. not use or possess, either on or off the ship, nor bring on board the ship, any narcotics or other controlled substances, or any firearms or other weapons;
- N. not make disparaging statements or remarks regarding Holland America Line or any Holland America Line ship, nor make statements or remarks that could be construed as promoting the business or services of any other cruise line; and
- O. not attend parties in any guest cabin or with guests off the ship, or socialize with any guest in any cabin (guest or crew) or off the ship or invite or permit guests to enter your cabin for a party or for socializing of any nature.

4. COMPENSATION

A. **Total Compensation Elements:**

Your compensation consists of:

- base pay for the first 48 hours per week,
- fixed overtime pay for the following 22 hours per week,
- variable overtime for hours working during a week in excess of 70 hours,
- vacation pay, and
- seniority compensation if a Seniority Percentage is specified on the Cover Page.

If you are a participant in the Hotel Service Charge Plan ("HSC") and/or the Beverage Service Charge Plan ("BSC"), you may also receive supplemental compensation under certain circumstances as described further below.

On the Cover Page, there is specified a Daily Rate, a Daily Guarantee Amount (if you are a participant in either the HSC or BSC) and a Seniority Percentage (if you are entitled to seniority compensation). The Daily Rate or, if you are a participant in the HSC or BSC then the Daily Guarantee Amount, is further allocated on the Cover Page between base pay, fixed overtime pay and vacation pay. If you work in excess of 70 hours in a week, you will be entitled to variable overtime pay calculated at the hourly rate indicated on the Cover Page. Seniority compensation, if applicable, will be paid as a percentage of the Daily Rate or, if applicable, your Daily Guarantee Amount. Seniority compensation is not paid with respect to variable overtime pay or supplemental compensation under the Hotel Service Charge Plan and/or Beverage Service Charge Plan.

Unless otherwise agreed by us, your compensation is payable on board (during active service), deposited directly into a bank account that you have designated for that purpose, or mailed to your residence (during leave periods), on or about the tenth day of the month following the month in which it is earned. If your compensation is deposited directly into your designated bank account in a currency other than the currency that your compensation was calculated in, the amount of your deposit will be based on the market-determined exchange rates being used by the Company at that time. During active service and subject to Company policy, you may be permitted to draw between normal payment dates some or all of your compensation you have actually earned. All on board draws are paid in U.S. Dollars. If your compensation is calculated in a currency other than U.S. Dollars, the amount of your on board draw will be converted from that currency based on the market-determined exchange rates being used by the Company at that time. We may deduct from your compensation any taxes or other impositions required to be withheld under applicable law. We may also deduct from your compensation the amount of any Risk Benefit or Plan costs or other

**SEAGOING EMPLOYMENT AGREEMENT - DAILY RATE TERMS AND CONDITIONS**

**FEBRUARY 26, 2014 VERSION**

**Page 4**

deductions for which you may be required to pay. You will be provided with a monthly account of all payments due to you and the amounts paid, including variable overtime and, if applicable, seniority compensation and/or supplemental compensation.

**B. Lodging/Meals:**

During active service, we will, without charge, provide you with a cabin of our choice and meals in the officer/crew (as appropriate) dining facilities.

**C. Vacation:**

The time between sailing assignments is considered vacation holiday, part of which is paid vacation holiday and part of which is unpaid. The paid portion is calculated at 8.22% of your Daily Base Pay (i.e., at the rate of 2.5 days per month worked normalized for a 365 day year). As described in Section 4(A) above, the compensation that you receive during active service includes payment for the paid vacation holiday period. Notwithstanding any vacation holiday that is paid or unpaid, you are not in the service of us or any ship owned by any of our affiliates during vacation or leave periods.

**D. Hotel Service Charge Plan:**

The Hotel Service Charge Plan is based on a daily folio charge (currently \$11.50 - \$12.00), minus fees charged by credit card companies and minus a small portion (less than 1%) that is reallocated to certain vessels with voyages that, due to length or other unique factors, are expected to generate smaller amounts. The Company shall determine on an annual basis which voyages shall be subject to such reallocation. The remainder is then pooled and distributed to participants of the plan on each vessel based on a point system. If you are eligible for a Daily Guarantee Amount, then you are entitled to your eligible share of the Hotel Service Charge Plan determined over the duration of that portion of your sailing assignment. If the sum of your eligible share plus your Daily Rate during that portion of your sailing assignment is less than your Daily Guarantee Amount multiplied by the days during that portion of your sailing assignment, then you will be paid the difference. If the sum of your eligible share plus your Daily Rate during that portion of your sailing assignment is more than your Daily Guarantee Amount multiplied by the days during that portion of your sailing assignment, then you will be paid the excess as supplemental compensation. The per guest per day folio charge may be changed from time to time by the Company.

**E. Beverage Service Charge Plan:**

The Beverage Service Charge Plan is based on 15% of the amount paid by guests for beverages (or a specified amount in the case of beverage package promotions), minus fees charged by credit card companies. The remainder is then either paid directly to the individual(s) involved in the sale or placed into one or more pools. Each pool is distributed to some or all of the participants on each vessel based on a point system; pool participants vary by position. The percentage amount paid by guests may be changed from time to time by the Company.

**F. Annual Assurances:**

Except as provided below, officers sailing on a 3 months on/3 months off sailing leave roster will be paid their Daily Rate for at least 173 days during each calendar year and officers sailing on a 4 months on/2 months off sailing leave roster will be paid their Daily Rate for at least 233 days during each calendar year. If during a calendar year, the officer changes his/her sailing leave roster, then the above requirement shall be prorated. Our obligation to pay this will not apply if the SEA commences after January 1<sup>st</sup> of the calendar year, if the SEA is terminated during the calendar year, or if the officer refuses to accept a sailing assignment from us at any time during the calendar year.

SEAGOING EMPLOYMENT AGREEMENT - DAILY RATE TERMS AND CONDITIONS

FEBRUARY 26, 2014 VERSION

Page 5

G. **Required Training:**

You may be required by us to attend training courses to meet operational or legal requirements. You will be paid your Daily Rate for attending shore side training courses required by us. You will also be reimbursed your reasonable travel and accommodation expenses that are within the limits of, and documented as required by, our applicable policies.

5. **SEAGOING BENEFIT**

We are responsible for your urgent/emergent medical care and essential dental care, at no charge, for the period from the time you leave the major international airport nearest your place of residence at the start of your assignment to your arrival back at the major international airport nearest your place of residence after sign-off. We will also make workplace injury benefits available to you, at no cost, during your assignment.

We will provide, at no cost to you, Life and Basic Accidental Death & Dismemberment coverage. We may, but are not obligated to, make one or more of the following insurance plans available to you and, in some cases, your dependents: Comprehensive Medical (as a supplement to the general medical benefits provided while on board the ship and available only to officers), Dental and Short-Term Disability (each one of these is referred to in this SEA as a Plan). We reserve the right to determine and change the terms and conditions of each Plan. A Plan may require a waiting period prior to various coverages becoming effective and may further require that you pay all or part of the premium as to certain coverages, some of which may be optional. If you decide to enroll in one or more of the Plans that are offered to you, you must complete a Medical/Dental/Short Term Disability Enrollment/Change Form. You will be required to pay a monthly fee for participation in such Plans. Provided your participation fee is paid and current, benefits coverage will continue during all vacation and leave periods (including medical leave). Eligibility for benefits coverage will end when you are terminated, when you decline a contract when you are able to work, or when you resign.

6. **LEAVE PERIODS**

Periods between active service/sailing assignments will be considered unpaid Company approved leave periods (refer, however, to Section 4(C) above). We can extend leave periods, which may be paid or unpaid, but that decision will be made in our sole discretion. For these purposes, we are not required to treat all employees the same, even though they have similar jobs. During approved leave periods, you are not subject to automatic recall and we have no authority to demand your return. However, pursuant to Company policy, if you fail to voluntarily agree to a recall request upon seven (7) days' notice, you will generally be ineligible for future sailing assignments. If you receive an executed SEA for a future sailing assignment during a leave period, we reserve the right in our sole discretion to terminate that new SEA at any time prior to your sign-on without any additional compensation (i.e., repatriation expenses, etc.) as set forth in Section 8.

7. **DISEMBARKATION**

We are not required to let you disembark from the ship other than while the ship is in a turn port during a scheduled docking. In the case of disembarkation due to termination of the Employment Term, you may disembark from the ship at the next viable port as reasonably determined by us.



SEAGOING EMPLOYMENT AGREEMENT - DAILY RATE TERMS AND CONDITIONS

FEBRUARY 26, 2014 VERSION

Page 6

8. TERMINATION

The Employment Term will automatically terminate upon your death or resignation. Your employment with us under this SEA is “at will.” “At will” is defined as allowing either the employer or employee to terminate this SEA at any time, for any reason permitted by law, WITH or WITHOUT cause and with or without notice. In addition, the first ninety (90) days of your employment with us is considered a probationary period. Any termination WITHOUT CAUSE by either you or us requires at least thirty (30) days prior notice except that during the probationary period, only seven (7) days’ notice is required.

If (a) we terminate this SEA WITHOUT cause, (b) you terminate this SEA WITH cause, (c) we terminate this SEA because you are no longer able to carry out your duties under this SEA or cannot be expected to carry them out in the specific circumstances (including, if you become sick or injured while on the ship as a result of your service onboard the ship and not from your willful misconduct or an undisclosed pre-existing medical condition), or (d) we terminate this SEA by notifying you that the Employment Term will expire on the Sign-Off Date, you will be repatriated at our expense and receive your compensation through the day after termination of this SEA.

If we terminate this SEA WITH cause or you terminate this SEA WITHOUT cause, or as a consequence of your death or resignation, then, to the extent permitted by applicable law, no additional compensation will be paid and, except in the event of death, all costs of repatriation will be your responsibility. “Cause” will exist if the other party fails to satisfy its obligations under this SEA. In addition, we will have “cause” under the circumstances explained in Section 9(B) or if you: (a) act incompetently; or (b) decline a sailing assignment or fail to timely notify us as to whether you will accept or decline the assignment.

Once the Employment Term ends, for any reason, you will have no claims against us or the ship for any damages or compensation other than for accrued wages and benefits.

9. MISCELLANEOUS

A. Applicable Law; Integration and Amendment; Collective Bargaining Agreement; Arbitration; Waiver

Your employment may be subject to the terms and conditions of a Collective Bargaining Agreement in which event such agreement, including any terms which establish rates for maintenance payments, shall be binding on you and us as though fully incorporated herein.

Any disputes whatsoever relating to or in any way arising out of this Agreement or your service onboard a ship, including but not limited to wage disputes, property damage, personal injury, death or any other claim, shall be governed exclusively by the laws specified in the applicable Collective Bargaining Agreement or government-mandated contract. In the absence of any such Agreement or specification, such disputes shall be governed in all respects by the Laws of the British Virgin Islands. You hereby agree, on behalf of yourself and your successors, assigns, heirs, dependents or representatives, that any disputes shall be arbitrated, if at all, exclusively according to the terms specified in any applicable Collective Bargaining Agreement or government-mandated contract. **In the absence of such Agreement, terms or contract, all such disputes no matter how described, pleaded or styled, shall be resolved by binding arbitration pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, exclusively in your country of citizenship or, if your home country is not a party to the Convention, then in Seattle, Washington.**

**SEAGOING EMPLOYMENT AGREEMENT - DAILY RATE TERMS AND CONDITIONS****FEBRUARY 26, 2014 VERSION****Page 7**

This SEA is the entire agreement between you and us relating to your employment on the ships; it supersedes and replaces all prior agreements and understandings relating to this subject. This SEA may be modified or amended only with the written consent of both you and us. Any waiver under this SEA by either you or us will only be effective if in writing. Consequently, a waiver will not be implied if you or we do not insist upon strict performance of this SEA or if you or we fail to exercise a right or remedy that otherwise exists.

**B. False Statements**

If you made or make any false or misleading statement to us concerning your health, criminal record or circumstances of your former or present employment, this will constitute cause for termination of the Employment Term. You acknowledge that terminating the Employment Term under these circumstances will cause us to suffer damages, the exact amount of which may not be able to be calculated with any certainty. Consequently, you agree that we will be entitled to collect from you liquidated damages in an amount equal to all costs incurred by us in securing your employment, including, but not limited to, all transportation costs for you, together with all resulting medical costs, which amount may be deducted from amounts that you are then owed.

**C. Agency**

The Company acts as agent for the owners and/or charterers of various Holland America Line ships owned or chartered by one of our affiliates. Any rights and protections we have under this SEA also extend to the owners and charterers as well as the ships themselves. Ships may be added or deleted, and the identity of owners and/or charterers may change, at our sole discretion.

**D. Transportation**

We will provide you transportation (air or ground transportation) in the class of service to which you are entitled in accordance with company policy from the major international airport nearest your place of residence to the place of sign-on and upon successful completion of each sailing assignment (subject to Section 8) return air or ground transportation from the place of sign-off to the major international airport nearest your place of residence. We will select the transport provider and routing for your transportation. We will provide overnight lodging and reasonable meal allowance if required enroute to or from the ship.

**E. Ship Substitution**

Without changing the compensation to which you are entitled under this SEA, we reserve the right to transfer you to a different ship at any time, from time to time, during the Employment Term. In such event, we will pay for the transportation costs to the substitute ship; the terms and conditions of the SEA shall continue in full force and effect in all other respects.

**F. Marine Regulations/Conduct/Cruise Privileges/Dress Code/eFleet**

We will provide you with laundry, pressing and bar services at crew tariffs on board your assigned ship. Officers may request to bring a spouse, friend or child on board in accordance with our Cruise Privileges: Spouse, Partner, Friend and/or Children On Board Policy. You are required to dress and act in a professional manner at all times and to abide by the Company's Marine Regulations, Marine Operations Manuals, Safety Management System, House Rules and Uniform Policy governing these rules. All of these requirements, together with any other information that is relevant to your employment, including that information which we are required to provide you in accordance with applicable law, are available to you on [www.welcome2hal.com](http://www.welcome2hal.com) or on eFleet.

**SEAGOING EMPLOYMENT AGREEMENT - DAILY RATE TERMS AND CONDITIONS**

**FEBRUARY 26, 2014 VERSION**

**Page 8**

**G. Baggage**

Your checked baggage may not exceed 30 kg unless the airline permits you to check additional baggage at no additional cost. You are responsible for any costs associated with excess baggage. We do not accept any responsibility for the damage or loss of personal belongings while enroute to or from the ship or while on board the ship.

**H. Documentation Requirements and Address**

You are responsible for securing all proper documentation including the cost of travel to obtain required documentation. Documentation generally consists of:

- a valid passport with visa, if required due to the nature of the operation of the ship,
- current vaccination and inoculation certificate, if required,
- Seaman's book, if required,
- physical examination in accordance with Section 2A, above,
- all documentation required by the International Convention on Standards of Training, Certification and Watchkeeping (STCW).

You are responsible for the cost of your passport, seaman's book and statutory medical certificate. We will cover the reasonable costs for all other documentation listed above.

Please direct all communications or questions related to this SEA to Director, Human Resources, Seagoing Personnel, Holland America Line, 300 Elliott Ave. West, Seattle, Washington 98119, U.S.A.

**I. Photo/Video Permission and Release**

We periodically select sailings during which we have photographers take films and/or still pictures for use in our marketing efforts. These marketing efforts customarily include videos and photographs for travel agents and others in the travel industry, videos for prospective guests, television commercials, training films, home videos, brochures and other printed materials, and all other forms of electronic media. The films and/or pictures may be used by us, by our affiliates, by travel agents or by other third parties to promote and market our and our affiliates' products by any means, methods and/or technologies that now exist (including, for example, over the Internet) or are developed in the future. You agree to give us and our affiliates, employees, agents and contractors permission to include you in film footage and photographs being taken for use as described above. You understand that the footage and photographs may show you together with other persons. You understand that by giving this permission, you are waiving any right you may have to subsequently pursue legal action against us and our affiliates, employees, agents, contractors and any third parties to which we have provided the videos or photographs based upon or as a result of your inclusion in the footage or photographs including, for example, actions based upon defamation, libel, slander, invasion of privacy or infliction of emotional distress. You understand that the footage and photographs may be copyrighted, sold, reused, adapted, broadcast, displayed, exhibited, projected, modified, published and/or republished. You understand that you are not entitled to royalties or other compensation and further that you have no right to review the videos or photographs or any use that is made of them. All rights that you are granting shall be considered worldwide, irrevocable, perpetual and assignable.

**END OF DOCUMENT**